

## BOOKSTER TV LICENSE AGREEMENT WITH AUTHORS

This license agreement, (collectively, the “Agreement”) is made by and between BOOKSTER TV (referred to as BTV), which includes its affiliates, successors, parents, subsidiaries, assigns, and designees (collectively, “BTV”) and you (“Author,” as identified below).

### RECITALS

WHEREAS, BTV owns and/or controls the websites found at <http://www.BooksterTV.com>, as well as certain other websites (collectively, the “BTV Websites”);

WHEREAS, Author intends to submit literary works owned by Author and contained within Author’s catalog to BTV (“Author’s Literary works”) for distribution through BTV’s Distribution Network and inclusion in “BTV’s Catalogue” (a library of literary works that BTV’s distributors can preview and add directly to their catalogue);

WHEREAS, Author owns all or sufficient rights, title and interest in Author’s Literary works such that Author is permitted to lawfully waive any royalties associated with the digital presentation of the Author’s Literary works and to grant BTV a royalty-free license to transmit, use, reproduce or otherwise exploit Author’s Literary works through BTV’s Distribution Network;

WHEREAS, BTV provides Internet-based services, including, but not limited to, transmitting and distributing streaming video content through its distribution network, which includes all end-user interfaces now or hereafter known (including, without limitation, the BTV Websites, third party websites and widgets) and devices capable of receiving streaming distributions from BTV servers, including, without limitation, distributions via the Internet and/or via mobile/wireless technologies (collectively, “BTV’s Distribution Network”);

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth in this Agreement, the parties hereto agree as follows:

### REPRESENTATIONS AND WARRANTIES

1. Author represents and warrants as follows with respect to each of Author's Literary works to be included within BTV's Distribution Network and BTV's Catalogue:

(a) Author owns or controls all or sufficient rights, title and interest in and to Author's Literary works such that Author is permitted to lawfully waive royalties (including all applicable statutory royalties) related to the digital presentation of Author's Literary works;

(b) Author owns or controls all or sufficient rights, title and interest in and to Author's Literary works contained in the Author's catalog to lawfully grant BTV a royalty-free, worldwide license to transmit, use, reproduce or otherwise exploit Author's Literary works through BTV's Distribution Network;

(c) Author's Literary works do not infringe upon the copyright or any other statutory or common law intellectual property rights (including without limitation trademark, service mark, and trade name rights), proprietary rights (including without limitation trade secrets), or rights of privacy or publicity of any third party;

(d) Author has not sold, assigned, transferred, or otherwise encumbered any part of his/her right, title, and interest in and to Author's Literary works in a manner that would interfere or conflict with his/her right to grant the license to BTV contained in this Agreement. For avoidance of doubt, Author warrants that s/he has the full right, power, and authority to grant all rights conferred upon BTV under this Agreement; and

(e) Other than the license and rights provided in this Agreement, no other licenses need to be obtained by BTV from any other person, firm, corporation or other entity in any country or territory of the world — including, without limitation, any domestic or foreign presentation right organization, mechanical royalty collection organization or society, music publisher, administrator or other company — in connection with: (i) BTV's distribution, distribution, reproduction and/or other use of any of Author's Literary works through BTV's Distribution Network; or (b) any other rights granted by Author to BTV in this Agreement.

## GRANT OF RIGHTS

2. In consideration of the inclusion of Author's Literary works into BTV's Distribution Network and BTV's Catalogue and/or the promotion of Author's catalog to BTV's users, Author hereby grants BTV a royalty-free, non-exclusive, worldwide, perpetual license to:

(a) Use, transmit, reproduce, perform publicly, display publicly, perform digitally, and distribute by any means and any medium now known or hereafter devised, Author's Literary works (in whole or in part) through BTV's Distribution Network for any and all purposes (including, without limitation, in connection with the exploitation, marketing, advertisement or promotion of BTV and/or BTV's Distribution Network), to the full extent permitted by law;

(b) Use any trademarks, service marks or trade names incorporated in Author's Literary works or associated with any Authors, producer or other individuals whose presentations are embodied in Author's Literary works — to the extent deemed necessary by BTV and in its sole discretion — in connection with the distribution, distribution, reproduction and/or other use of Author's Literary works through BTV's Distribution Network and/or the advertising, promotion and marketing of BTV and the services provided by BTV as related to the license or use of Author's catalog; and

(c) Use the name and likeness of any Authors, producers or other individuals whose presentations are embodied in Author's Literary works — to the extent deemed necessary by BTV and in its sole discretion — in connection with the distribution, distribution, reproduction and/or other use of Author's Literary works through BTV's Distribution Network and/or in connection with the advertising, promotion and marketing of BTV and the services provided by BTV as related to the license or use of Author's catalog.

3. Author acknowledges, agrees and grants BTV's users — e.g., those who create their own programs for distribution or distribution via BTV's Distribution Network — the right to make the same uses of Author's Literary works through BTV's Distribution Network that BTV is permitted to make pursuant to the terms of this Agreement. Author agrees and acknowledges that BTV shall not be liable for any uses of Author's Literary works by end users of BTV's Distribution Network or any other third parties that are beyond the scope of the uses explicitly authorized by BTV.

4. Author hereby grants BTV — in its sole discretion — the right to market or make other public announcements or statements relating to this Agreement or Author's Literary works through various marketing channels, including, but not limited to, the BTV Websites, newsletters and electronic mail.

## OTHER TERMS AND CONDITIONS

5. Author's Obligations. Author shall: (a) provide complete information (as delineated on any related submission forms), upon executing this Agreement, for each of Author's Literary works to be included in BTV's Distribution Network and BTV's Catalogue; (b) promptly provide to BTV, upon BTV's request, any and all documents and other evidence related to his/her rights in and to Author's Literary works, including, without limitation, copyright registration certificates, assignments, licenses, administration agreements, releases, publishing agreements, and other agreements; (c) provide BTV with prompt (i.e., less than 10 days) written notice of any of Author's Literary works for which Author no longer has the right to waive digital presentation royalties, for example if such Author's Literary works are no longer part of the Author catalog; (d) take all actions and execute all documents as may be necessary or desirable to carry out or implement and give full effect to the provisions and intent contemplated herein; (e) immediately provide to BTV, upon executing this Agreement, the data records (based on an agreed upon protocol for the transfer of data and metadata) for all of Author's Literary works to be included in BTV's Distribution Network and BTV's Catalogue; and (f) work with BTV to create previews for each of Author's Literary works to be included in BTV's Catalogue and BTV's Distribution Network.

6. Content Approval. BTV shall have final approval as to any and all of Author's Literary works to be transmitted through BTV's Distribution Network or included in BTV's Catalogue.

7. No Agency Relationship. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, employer-employee relationship or other form of joint enterprise between Author and BTV.

8. Limitation of Liability. IN NO EVENT SHALL BTV BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR ANTICIPATED PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, EVEN IF BTV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Disclaimer. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BTV PROVIDES ITS TECHNOLOGY AND SERVICES "AS IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. BTV EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS

SECTION CONTAINS THE ONLY WARRANTIES, EXPRESS OR IMPLIED, MADE BY BTV. ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED AND DECLINED. BTV DISCLAIMS ANY IMPLIED WARRANTIES, PROMISES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT, WHETHER AS TO ANY BTV TECHNOLOGY OR SERVICES (INCLUDING ANY TOOLS) RENDERED BY BTV AND/OR THE TECHNOLOGY DEPLOYED IN CONNECTION THEREWITH. BTV MAKES NO REPRESENTATION THAT THE OPERATION OR PROVISION OF ITS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND BTV WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

10. Indemnity. Author hereby indemnifies and holds harmless, and agrees to defend against any third-party claim or action brought against BTV or any of its parent, subsidiary or affiliated companies, its or their directors, officers, employees, licensees, agents, attorneys, assigns or independent contractors, from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including attorneys' fees and costs) arising out of or relating to any claim(s) that would constitute a breach of any warranty, representation, covenant or agreement made by Author in this Agreement ("Indemnified Claims"). BTV shall (at Author's expense) be entitled to participate in the defense of any Indemnified Claim with its own counsel.

11. Term; Termination. The term of the Agreement shall be for three (3) years from the date this Agreement is entered into by Author, with automatic renewal on a year to year basis. This Agreement shall be terminated upon the provision of at least thirty (30) days written notice prior to the end of the three-year term or any of the renewal terms. Notwithstanding anything contained in this Agreement to the contrary, BTV reserves the right to refuse to post and/or to remove any or all of Author's Literary works from its servers for any reason, including, without limitation, if, in BTV's sole opinion, Author is in breach of any part of this Agreement or if BTV determines that such action is necessary to comply with applicable laws, including the "notice and takedown" provisions of the Digital Millennium Copyright Act or any legislation or rule of law in any jurisdiction of the world, or if such Literary works infringe or violate, or are claimed to infringe or violate, the rights of any third party or are otherwise deemed to be objectionable.

12. Assignment. BTV may assign, directly or indirectly, all or part of its licenses, rights or obligations under this Agreement without notice to Author or obtaining prior consent from Author.

13. Notices. Any communication in connection with this Agreement shall be in writing and sent by email (unless the address is changed by a notice) as follows:

- To BTV: contact@BooksterTV.com ATTN: General Counsel.
- To Author: at the address accompanied by your content submission form or received emails from Author.

## MISCELLANEOUS

14. This license shall apply, at any time during the term of this Agreement, to all of Author's Literary works that are identified in Schedule A, including those literary works from Author's catalogue that may be added to Schedule A at some point subsequent to the entry of this Agreement.

15. All provisions that must survive in order to give effect to their meaning shall survive any expiration or termination of this Agreement, including, without limitation, all of Author's representations, warranties and indemnification obligations.

16. Author understands and agrees that the consideration recited in this Agreement is the complete consideration for the rights granted by it in this Agreement, and it shall not look to BTV for any compensation or further consideration of any kind in connection with such rights granted by it.

17. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous communications. BTV has the right to modify the terms of this Agreement upon thirty (30) days written notice to Author. Notwithstanding the preceding provisions of this paragraph, this Agreement incorporates by reference the terms of the BTV's "Terms of Use", "Terms Of Service", (which are posted on BTV Websites, in some cases this agreement serves as the site's T.O.U.) as the same may be amended from time to time; provided, however, in the event of any inconsistencies between the Terms of Use and this Agreement, the terms of this Agreement shall be controlling.

18. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to implement the intent of the parties, and the remainder of the Agreement shall continue in full force and effect. This Agreement and all matters arising under

it shall be governed by the applicable laws of North Carolina, including international intellectual property laws and the laws of the United States, applicable to contracts entered into and wholly to be performed therein, without regard to choice of law rules. The parties consent to the exclusive jurisdiction of the state courts located in North Carolina and/or the federal courts of the United States.

19. Any delay or failure on the part of either party to enforce any rights hereunder to which it may be entitled shall not be construed as a waiver of the right and privilege to do so at any subsequent time. No waiver of any breach shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.